

**In the United States District Court for the Eastern District of Missouri
at Hannibal**

**Hannibal-LaGrange University,
Plaintiff,
vs.
Linda McMahon, et al.
Defendants.**

Case No. 2:25-cv-00042-HEA

**DECLARATION OF DR. ROBERT M. MATZ IN SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY RELIEF**

I, Robert M. Matz, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am the President of Hannibal-La Grange University ("HLGU"). I have served in that role since October 14, 2022. The facts stated below are based on my personal knowledge or on information and records kept in the ordinary course of HLGU's business.
2. HLGU is a Baptist institution of higher education located in Hannibal, Missouri. HLGU participates in federal Title IV programs under a Program Participation Agreement ("PPA") with the U.S. Department of Education ("Department").
3. In 2024 the Department adopted a new interpretation of 34 C.F.R. § 668.14(a)(3) (2023) requiring the co-signature of the Missouri Baptist Convention, or its designee, on any update or renewal of the PPA agreement (the "Co-Signature Mandate"). HLGU has challenged that mandate in this action.

4. HLGU has been harmed by the Co-Signature Mandate in ways that involve monetary damages, and non-monetary harms.
5. Many of these harms are described in HLGU's complaint, but I make this declaration to draw special attention to harms to HLGU's goodwill, reputation, academic, religious and charitable missions, and its ability to serve students.
6. The Co-Signature Mandate is currently harming HLGU's ability to service students, even in programs currently listed in HLGU's PPA.
7. During HLGU's most recent spring Enrollment Day, an admitted undergraduate informed our admissions staff that she had "chosen HLGU" because she "would get the TEACH grant here." Teach Grants provide additional tuition forgiveness and grants to students willing to commit to teach in impoverished areas.
8. HLGU does not list the TEACH Grant Program in its award letters or on its website. But without relief, HLGU will not be a participating institution during the student's entire degree program, and the student will not be eligible for a complete TEACH Grant. Without relief, HLGU's inability to participate in Title IV will affect students like this, who would have to go without the funds she is otherwise entitled to, or shift to another participating institution.
9. HLGU cannot know how many similarly situated students will have their career plans upset, or how many potential students will silently strike the University from consideration, but this encounter demonstrates that the Mandate is already impairing HLGU's ability to recruit future teachers into high-need

- fields—a core part of our Christian mission of service, and compatible with the Governmental interest of attracting teachers to high-need areas.
10. In October 2024, HLGU launched an expanded, fully online Master of Arts in Counseling (“MACO-Online”). The program addresses a documented shortage of counselors in HLGU's service area.
 11. Because the Department will not process a PPA update without the MBC's signature, Title IV benefits, including federal Direct Loans, are unavailable to MACO-Online students. HLGU discloses this limitation on its program webpage. See <https://www.hlg.edu/academics/maco-online/>
 12. Since February 2025, admissions counselors have reported several prospective students who did not enroll after learning that federal loans are unavailable. Those students were provided private-loan options but ceased further communication. Again, HLGU cannot measure how many additional candidates never after learning of the limitation.
 13. The Co-Signature Mandate, therefore, presently diminishes the credibility of the MACO-Online program, damages HLGU's reputation as a comprehensive educator, and compromises our effort to serve mental-health needs in underserved communities.
 14. The uncertainty surrounding Title IV is already unsettling current students and parents, who routinely request assurances that aid will be available through their anticipated graduation dates. Loss of confidence in the stability of financial-aid offerings damages relationships, erodes goodwill among alumni

and donors, and undermines HLGU's witness as a reliable steward of Christian higher education.

15. HLGU has also been harmed by the chilling of its religious exercise, and by the demand that HLGU alter its faith-based leadership selection process, in violation our Baptist convictions.

16. The foregoing harms—loss of religious freedom, the loss of mission-driven students, damage to program credibility, and uncertainty surrounding Title IV participation—cannot be remedied by money damages. They injure HLGU's reputation, frustrate its educational mission, and impair relationships critical to its continued existence.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 11th day of July 2025, in Hannibal, Missouri.



Dr. Robert M. Matz

President, Hannibal-La Grange University